

### **REMARKS**

The Office Action mailed on October 7, 2003, has been reviewed and the comments of the Patent and Trademark Office have been considered. Claims 1-3, 7-9 and 12 have been amended. Claims 21 and 22 have been added, and claims 4-6 and 13-20 have been cancelled without prejudice. Thus, claims 1-3, 7-12 and 21-22 are pending in the present application.

#### **Rejections Under 35 U.S.C. §112, Second Paragraph**

In the Office Action, claims 1-3 and 7-12 were rejected under 35 U.S.C. §112, second paragraph, as being indefinite. In response, Applicants have amended the present claim set as seen above, and submit that the claims are now in condition for allowance.

#### **Claim Rejections Under 35 U.S.C. §102(b)**

In the Office Action, Claim 1 is rejected under 35 U.S.C. §102(b) as being anticipated by Schulte (USP 4,565,597). In response, Applicants rely on MPEP §2131, which states that a “claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.”

Schulte fails to teach endless laminated veneer lumber (LVL) formed from individual joined veneers laid together in layers. True, Schulte teaches that an endless ribbon of veneer web 16 can be made if the veneer web is not cut by the cutting device 17. However, this endless ribbon is not a layered ribbon, but instead a ribbon formed by joining the edges of the veneer strips to each other, one after the other, as opposed to layering the veneer strips (again, assuming *arguendo* that the veneer strips satisfy the element of an “extra-wide laminate veneer”), as is recited in claim 1. In fact, Schulte is completely silent in regard to layering the veneer sheets, as each and every view of the veneer sheets is in the plan view and there is no suggestion as to a teaching of layering the sheets. Thus, the present invention is not anticipated by Schulte for this reason as well.

\* \* \* \* \*

Claim 7 also stands rejected in view of Schulte. As seen above, amendments have been made to claim 7 to clarify that the seams of the strand of joined veneers are generally parallel to the direction of the grain of the veneers. Schulte fails to teach this limitation. To the contrary, each and every example in Schulte teaches that the veneer strips are joined by joining device 13 (col. 7, ll. 17-18) at edges that are normal to the direction of the grain of the veneer strips. Schulte teaches that the veneer strips are made from a veneer web 5 that is cut "to individual strips of equal width corresponding to the spacing of lines 3, the cuts extending substantially parallel to the fiber direction." (Col. 5, ll. 25-29, emphasis added.) From Fig. 1A, lines 3 are identified, thus defining the fiber direction of Schulte. This fiber direction runs in a direction normal to the direction of the seams where the veneer strips are joined, not in a direction parallel to the direction of the seams as in the present invention.

This is not a mere insubstantial difference. By orientating the seam to be normal to the direction of the grain, Schulte is producing joined veneer strips that are not strongest in a direction generally parallel to the direction of the grain. That is, since Schulte teaches that seams between the veneer strips bisect the joined veneer strips in a direction normal to the grain of the joined strips, the joined strips of Schulte exhibit a flexural strength that is greater in a direction perpendicular to the direction of the grain, as opposed to the present invention, where the seam runs parallel to the direction of the grain, and thus bisects the individual joined veneers along the direction of the grain. This configuration of Schulte provides an individual joined veneer that has a flexural strength that is greatest in the general direction of the grain.

In sum, Schulte does not anticipate claim 7, and is allowable for at least the above reasons.

#### **Remaining Rejections under 35 U.S.C. §§102-03**

As can be seen above, claims 1 and 7 are allowable. As such, claims 2-3 and 8-12

are allowable for at least the reason that the claims depend either from claim 1 or claim 7.

### **New Claims**

Claim 21 has been added to further distinguish the present invention over the cited prior art. Claim 21 contains the recitation that the individual joined veneers have only a single seam normal to the direction of cutting. Schulte does not teach such a limitation. To the contrary, each and every example of Schulte teaches a veneer board that has a plurality of seams along the direction of cutting. Thus, new claim 21 is allowable.

### **Conclusion**

Applicants believe that the present application is in condition for allowance, and favorable reconsideration is requested.

If Applicants have not accounted for any fees required by this Amendment, the Commissioner is hereby authorized to charge to Deposit Account No. 19-0741. If Applicants have not accounted for a required extension of time under 37 C.F.R. § 1.136, that extension is requested and the corresponding fee should be charged to our Deposit Account.

Examiner Hawkins is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

Respectfully submitted,

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SHOULD ADDITIONAL FEES BE NECESSARY IN CONNECTION WITH THE FILING OF THIS PAPER, OF IF A PETITION FOR EXTENSION OF TIME IS REQUIRED FOR TIMELY ACCEPTANCE OF SAME, THE COMMISSIONER IS HEREBY AUTHORIZED TO CHARGE DEPOSIT ACCOUNT NO. 19-0741 FOR ANY SUCH FEES; AND APPLICANT(S) HEREBY PETITION FOR ANY NEEDED EXTENSION OF TIME.

1. (Amended) Method for the production of ~~extra-wide veneers and from them the production of~~ endless laminated ~~wood boards~~ veneer lumber (LVL), comprising:

~~by gluing and pressing a chain of veneers combined from these extra-wide veneers one over the other and behind one another in a plurality of layers, characterized in that the~~ abutting an edge of an individual veneer to an edge of another individual veneer and joining the individual veneers with adhesive tape or stitching in the vicinity of the abutments to assemble at least one strand of joined veneers, wherein the abutted edges run parallel to the grain of the individual veneers;

~~oncoming veneers with a producible width b and grain running transversely are combined one behind the other into a chain of veneers, stitched together at their abutting edges or adhered together with adhesive tape, and laminated wood boards with a given extra-width (B) are cut off in the direction of the grain cutting at least one of the strands of joined veneers in a direction parallel to the grain to produce individual extra-wide joined veneers; and such that the seams or abutting edges of the laminated wood boards are distributed irregularly over the width of a laminated wood board, not in line with one another~~

combining a plurality of individual extra-wide joined veneers by layering the individual extra-wide joined veneers to form endless LVL, wherein the general direction of the abutting edges of the individual veneers forming the individual extra-wide joined veneers comprising the LVL is generally the same, and

wherein the individual extra-wide joined veneers are orientated in the LVL such that the abutting edges are not aligned with each other and are irregularly distributed in a cross-section of the LVL normal to the direction of the abutting edges.

2. (Amended) Method of claim 1, ~~characterized in that~~ wherein the joining together of the individual veneers to form a ~~chain of veneers~~ strand of joined veneers is performed with untrimmed abutting edges.

3. (Amended) Method of claim 1, ~~characterized in that~~ wherein the joining of the individual veneers to form a ~~chain of veneers~~ strand of joined veneers for the covering layers of a ~~laminated wood board~~ LVL is performed with trimmed abutting edges.

7. (Amended) Method for producing extra-wide ~~veneer boards~~ joined veneers comprising the steps of:

a) ~~combining~~ providing oncoming veneers ~~with having~~ a producible width b and grain running transversely one behind the other ~~into a continuous chain of veneers~~;

b) fastening together abutting edges of the oncoming veneers to form a strand of joined veneers having seams, wherein the seams are generally parallel to the direction of the grain; and

c) repetitively cutting the ~~continuous veneer chain~~ strand of joined veneers in a direction of the grain to form individual extra-wide ~~veneer boards~~ joined veneers with a given extra-width (B).

8. (Amended) Method according to claim 7, further comprising the step of:

d) gluing and pressing ~~a chain of veneers~~ individual extra-wide joined veneers combined ~~from the extra-wide veneer boards~~ one over the other and behind one another in a plurality of layers to form ~~an~~ endless laminated ~~wood board~~ veneer lumber, the individual extra-wide ~~boards~~ joined veneers being layered such that the seams are not in line with one another.

9. (Amended) Method according to claim 8, wherein step a) is performed with oncoming veneers having trimmed abutting edges for the individual extra-wide ~~veneer boards~~ joined veneers that form top and bottom cover layers of the endless laminated ~~wood board~~ veneer lumber.

12. (Amended) Method according to claim 7, wherein the ~~extra-wide veneer boards~~ individual extra-wide joined veneers are cut off in step c) such that the seams are

distributed irregularly over the width of the individual extra-wide ~~veneer board~~ joined  
veneers.